

# CILENTI & COOPER, PLLC

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September 19, 2019

## BY FAX & EMAIL

Eli Z. Freedberg, Esq.  
Kevin K. Yam, Esq.  
Littler Mendelson, P.C.  
900 Third Avenue  
New York, New York 10022

### ***NOTICE OF DEFAULT***

***Re: Tepi v. The City Bakery, LLC, et al.***  
**Case No. 18-CV-2233 (CM)**

Dear Messrs. Freedberg and Yam,

This letter is being provided pursuant to Paragraph 2 of the Settlement Agreement and Release (“Agreement”) executed by the parties as formal notice of your client’s default in the settlement of the above matter.

As you know, the terms of the Agreement require your client to remit settlement payments in installments within thirty (30) days of each other until the settlement is paid in full. Your client’s eighth installment, which became due and owing on September 16, 2019, has not been received. Additionally, the checks made payable to my client for the August 2019 installment have bounced causing my client \$40 in bank fees.

As set forth in the Agreement, your client has ten (10) days (*i.e.*, until September 29, 2019) to make the eighth installment payment, as well as to cure the August payment issue. Should your client remain in default as of that date, we will proceed to seek the court’s intervention to have a judgment entered against your client for the full amount outstanding, together with liquidated damages, and attorneys’ fees.

Eli Z. Freedberg, Esq.  
Kevin K. Yam, Esq.  
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It remains our hope that this issue can be resolved without the need to resort to such measures, but we are prepared to do so if necessary.

Yours sincerely,



The image shows a handwritten signature in blue ink. The signature consists of a stylized, flowing script that appears to read "Justin Cilenti". A horizontal line extends from each end of the signature towards the left and right respectively.